

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

This mutual non-disclosure and confidentiality agreement (“Agreement”) made and entered into on this day, September 1, 2019, is by and between Clip Strip Corp. (aka “CSC”), a USA based Corporation with principal offices at 241 Main Street, 5th Floor, Hackensack, NJ 07601 and Jaydee Jana (aka “Jaydee”), a USA based Sole Proprietor with principal offices at 2175 Woodlawn Avenue, Virginia Beach, VA 23455.

In connection with the evaluation and analysis of a possible business relationship and contractual agreement as well as execution of any mutually agreed services (“Transaction”) between CSC and JAYDEE, each party will disclose to the other certain “Evaluation Material” (as hereinafter defined). When either party discloses such Evaluation Material, such party is referred to in this Agreement as a “Disclosing Party,” and when it receives Evaluation Material, such party is referred to as a “Receiving Party.”

In consideration of furnishing the other party with Evaluation Material and for other good and valuable consideration, CSC and JAYDEE each agree as follows:

- 1) **Definition of “Evaluation Material”** – As used in this Agreement, the term “Evaluation Material” shall mean all communications, documents and other information, whether in written, oral or other form, which any Disclosing Party furnishes or otherwise discloses to a Receiving Party in connection with the review of a potential Transaction between CSC and JAYDEE, including, but not limited to, the existence and terms of this Agreement, the existence of discussions between CSC and JAYDEE, product/marketing plans, marketing strategies, designs, financials, financial disclosures, concepts, market research and analysis, technology, costs, quantities, customer and supplier lists, strategies, forecasts, know-how, data, and all other information disclosed by CSC and JAYDEE pursuant to this Agreement.
- 2) **Treatment of Evaluation Material**
 - a) The parties acknowledge that each party considers the Evaluation Material it discloses to be proprietary and confidential. Each party agrees to keep secret and confidential the Evaluation Material of the other party, and further agrees to use such information solely for the purpose of evaluating a possible Transaction between CSC and JAYDEE. The Receiving Party shall not use any Evaluation Material for its own or any third party’s benefit without the prior written approval of an authorized representative of the Disclosing Party.
 - b) Each party further agrees that the Evaluation Material shall not be disclosed to any third party, except that a Receiving Party may disclose the Evaluation Material or portions thereof to its directors, officers and representatives including Service Providers who are also under an NDA as well with the Receiving party (collectively, the “Representatives”) who need to know such information for the purpose of evaluating a possible transaction between CSC and JAYDEE. Prior to disclosing any Evaluation Material to any Representative, the Receiving Party will inform such Representative of the confidential nature of the Evaluation Material.
 - c) The obligations of non-disclosure and confidentiality undertaken by each party under this Agreement shall continue for the term of the Receiving Party’s access to the Evaluation Material, including the term of any agreement reached with respect to a Transaction between the parties, and for a period of ten (10) years following the termination of such access for any reason.
 - d) CSC and JAYDEE agree and acknowledge that the provisions of subparagraphs 2(a) and 2(b), above, shall not apply to any Evaluation Material which (i) at the time of disclosure or thereafter is in the public domain or becomes generally known to the public through no fault of either party; (ii) was available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source was not known by the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party; or (iii) is known to the



e) Receiving Party (as evidenced by its written records) prior to receipt thereof from the Disclosing Party.

3) **Ownership of Evaluation Material and Developments** – CSC and JAYDEE agree and acknowledge that all Evaluation Material disclosed by a Disclosing Party hereunder shall remain the sole property of the Disclosing Party. Further, the ownership of all discoveries, developments, designs, improvements, inventions, formulae, processes, know-how, techniques, or other information of possible technical or commercial importance relating to the Evaluation Material (“Developments”) made or developed by a Receiving Party as a result of the Receiving Party’s access to the Disclosing Party’s Evaluation Material shall be negotiated in good faith by the parties.

4) **Miscellaneous**

a) CSC and JAYDEE agree that money damages will not be an adequate remedy for any breach of this Agreement and that a Disclosing Party shall be entitled to adequate relief, including an injunction and specific performance, in the event of any breach or threatened breach of this Agreement, in addition to any other remedies available to the Disclosing Party at law or in equity.

b) Failure to insist upon strict compliance with any provision of this Agreement shall not be deemed waiver of such provision of any other provision thereof.

c) This Agreement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other party.

d) This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, negotiations and commitments between the parties, and shall not be changed or modified in any manner, except by mutual consent signed by duly authorized representatives of each of the parties.

e) The Agreement will be governed by, construed and enforced in accordance with the laws of the State of New Jersey, USA without regard to the conflicts of law rules of each state.

f) If a provision of this Agreement is held to be illegal, invalid or unenforceable, such provisions shall be fully severable, and this Agreement shall be construed and enforces as if the illegal, invalid or unenforceable provision had never been part of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each party hereto as of the date first above written.

Clip Strip Corp. / John Spitaletta

Jaydee Jana

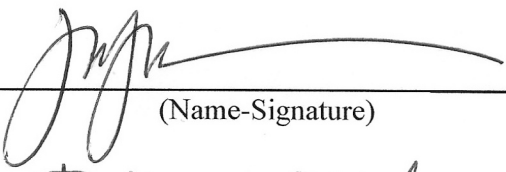
By: _____
(Name-Signature)

John Spitaletta

(Name Printed)

CMO

(Title)



(Name-Signature)

JAYDEE JANA

(Name Printed)

CREATIVE CONSULTANT

(Title)